#### STATE OF CALIFORNIA

# DEPARTMENT OF ALCOHOL AND DRUG PROGRAMS OFFICE OF PROBLEM GAMBLING

#### REQUEST FOR PROPOSALS

#### ADP-RFP-05-7

# PROBLEM GAMBLING PREVENTION TECHNICAL ASSISTANCE AND TRAINING

#### **SYNOPSIS**

This Request for Proposals (RFP) is intended to provide Problem Gambling Prevention Technical Assistance (TA) and Training to serve problem gambling and related prevention organizations and practitioners throughout California. The primary goal will be to synthesize and translate state-of-the-art problem gambling community prevention research-based findings into effective TA and training services demonstrating cultural and linguistic competency. These services will be promoted and provided to individuals and groups on the basis of needs assessments and a marketing plan developed as part of the contract. The desired outcome of these services is to effect a positive change in the development and implementation of problem gambling community prevention systems and programs in communities impacted by the harm caused by problem gambling. This contract will also provide problem gambling prevention TA support to the Department of Alcohol and Drug Programs (ADP), Office of Problem Gambling (OPG).

The initial contract period will be for 16 months, with possible renewal(s) of four additional 12-month contract periods. Bids should be submitted for up to \$1,250,000 for the full contract period of 16 months. Funding of any renewal is at OPG's sole discretion and is also contingent upon the availability of funds, as well as successful completion of the preceding year's objectives. Any subsequent renewals of the contract will be for \$750,000 each year based on availability of funds and the sole discretion of OPG.

The bidder must be an organization in good standing with the State of California and the Federal government, and must comply with non-discrimination and drug-free workplace requirements.

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### 1.0 GENERAL INFORMATION

## 1.1 <u>Goal</u>

It is the goal of the Office of Problem Gambling (OPG) in the Department of Alcohol and Drug Programs (ADP) to develop and maintain a comprehensive statewide system to prevent and reduce the harmful effects of problem gambling and to improve the health and safety of the residents of California by:

- A. Providing training and technical assistance (TA) on prevention of the harm caused by problem gambling, research on the cause(s), effective prevention strategies and recognition of the signs and impact of problem gambling on individuals, families and society.
- B. Effectively addressing at-risk and underserved populations and their environments by providing culturally and linguistically competent strategies to address problem gambling.

This goal will be advanced through the services provided under this contract which include:

- A. Identifying signs indicating that an individual may be a problem gambler.
- B. Identifying resources available to problem gamblers and their families.
- C. Bridging the gap between research and the practical needs of community problem gambling prevention practitioners.
- D. Establishing a system of transferring research-based problem gambling community prevention knowledge in a manner that is easily accessible and readily understandable to problem gambling practitioners.
- E. Increasing the number of qualified, culturally and linguistically-competent, problem gambling prevention practitioners.
- F. Increasing the number of effective problem gambling community prevention systems, programs and services.
- G. Disseminating knowledge and information on effective crisis intervention and management skills and practices related to problem gambling.
- H. Enhancing the health and safety of communities throughout California.

## 1.2 Background

The gambling industry in California has grown exponentially over the last twenty years, with revenues rising five-fold since 1997 – from \$2.5 billion to an estimated \$13 billion in 2003. For most people, gambling is an occasional and enjoyable experience. For some people, however, gambling leads to debilitating problems that can also result in harm to people close to them and to the wider community. In 2004, ADP was authorized by the California Legislature to establish an OPG within the Department. With an annual operating budget of \$3 million derived from the Indian Gaming Special Distribution Fund, OPG provides problem gambling prevention services for communities, families, and individuals.

"Problem gambling" is defined as "participation in any form of gambling to the extent that it creates a negative consequence to the gambler, the gambler's family, place of employment or community," and affects an estimated two to five percent of California's adult population. Juveniles experience gambling problems twice as often as adults. OPG has established an advisory group to provide input from problem gamblers, the gaming industry and other state agencies on the development of a statewide plan to address problem and pathological gambling and develop priorities for funding appropriate services based in part upon information gathered in a major prevalence study that is currently underway.

## Problem Gambling Prevention Framework

The following simplified framework illustrates the essential elements necessary to effectively achieve the goal of converting problem gambling community prevention research to practice. This framework is to be used by the Contractor in the delivery of training and TA.

- A. <u>Knowledge Generation</u>: The conduct and analysis of research, both in the problem gambling field and in related fields, that serves as the scientific basis for the development of applied problem gambling or related community prevention services.
- B. <u>Knowledge Synthesis</u>: Recognizing that it is impossible for most individuals to be up-to-date on current research, there is a need for the critical appraisal of the problem gambling literature currently available by those with appropriate expertise.
- C. <u>Dissemination</u>: This relates not merely to the distribution of problem gambling or related community prevention information, but with the context of the

purposeful sharing of findings with specific targeted groups to contribute to the achievement of a particular objective.

- D. <u>Engagement</u>: In order for knowledge to be useful, it needs to be integrated into the relevant decision-making setting through the convergence of researchers and subject matter experts with decision makers and practitioners.
- E. <u>Implementation</u>: Research findings will rarely be capable of replication in a manner as originally put forward. Specific community and cultural settings bring about unique circumstances that must be taken into consideration in the implementation phase. The specific community environment in which the research will be applied requires skilled and sensitive interpretation.
- F. <u>Outcomes and Evaluations</u>: Ascertaining the success of the program in meeting its goals is essential for both accountability and knowledge generation, particularly from the standpoint of applied implementation to unique circumstances.

## 1.3 **Definitions**

See Attachment I for a listing of definitions related to this RFP.

## 1.4 <u>Minimum Qualifications of Bidder</u>

The bidder and any of the bidder's Subcontractor(s) must have demonstrated experience in developing, managing and delivering statewide training and TA programs.

## 1.5 **Funding Period**

The contract period is for up to 16 months from the time of contract start-up, with possible renewal(s) for up to four additional 12-month periods (64 months maximum total). The initial contract period will end on June 30, 2007. Funding of any subsequent renewal(s) is at OPG's sole discretion and is also contingent upon the availability of funds, and the successful completion of the preceding year's objectives. (Please see Section 3.1 for funding details.)

## 1.6 Contract Terms and Conditions

A. Following the selection process to determine which bidder, if any, is to be an award recipient, a contract will be prepared between the selected bidder and OPG. The contract will be based upon the Technical Proposal, Bid Proposal, and all criteria contained in this RFP. Attachment II, Significant Contract Terms, lists other provisions that will be included in the resulting contract. The State does not accept alternate contract language from a prospective

Contractor. A proposal with such language will be considered a counter proposal and will be rejected. No oral understanding or agreement shall be binding on either party.

- B. Upon award of the Agreement, Contractor must complete and submit to OPG the Payee Data Record (STD 204, Rev. 6/2003) to determine if the Contractor is subject to state income tax withholding pursuant to California Revenue and Taxation Code Sections 18662 and 26131. This form can be found on the Internet at <a href="www.documents.dgs.ca.gov/osp/pdf/Std204.pdf">www.documents.dgs.ca.gov/osp/pdf/Std204.pdf</a> under the heading Standard Forms, Fill & Print Standard eForms. No payment shall be made unless a completed STD 204 has been returned to the awarding agency. This document is required only if it is not already on file with awarding agency.
- C. Upon award of the Agreement, Contractor must sign and submit to the awarding agency, the Contractor Certification Clauses (CCC 1005) which can be found on the Internet at <a href="www.ols.dgs.ca.gov/Standard+Language">www.ols.dgs.ca.gov/Standard+Language</a>. This document is only required if the Contractor has not submitted this form to the awarding agency within the last three years.
- D. Upon award of the Agreement, a Statement of Economic Interests Form may be required of selected bidder's staff, or Subcontractor's staff who are "consultants" as defined in the Political Reform Act of 1974. These disclosures would include the following: all interests in real property, investments, business positions, and sources of income, including gifts, loans, and travel payments. The Statement of Economic Interests Form (Form 700) can be found at <a href="www.fppc.ca.gov">www.fppc.ca.gov</a>, please use the "Form 700 (2004/05)" link/version.
- E. Upon award of the Agreement, Contractor may be required to disclose any lobbying activities.
- F. The Contractor and/or the Contractor's representatives are prohibited from soliciting business or donations, or engaging in any other fundraising activity while delivering TA or training under this contract.

## 1.7 Scope of Work and Deliverables

The selected Contractor(s) will develop and implement both a proactive and responsive system of services and products to facilitate enhancing the quality and effectiveness of community problem gambling prevention systems and programs by completing the following work to fulfill the terms of the contract.

A. Develop, coordinate and maintain a pool of consultants of adequate size, sufficient to serve the problem gambling prevention-related needs of communities and organizations throughout the state and with the skills, knowledge and abilities to:

- 1. Analyze problem gambling prevention related research.
- 2. Deliver TA and training services in community and environmental problem gambling prevention.
- 3. Demonstrate cultural and linguistic competency.
- 4. Engage the problem gambling or related prevention fields, which include: the faith community, law enforcement, the gambling industry and community organizations.
- 5. Demonstrate understanding of community problem gambling prevention theory and practice.
- 6. Demonstrate understanding of environmental prevention theory and practice.
- 7. Work with organizations including public and private, statewide and local, secular and faith-based.
- 8. Demonstrate understanding of problem gambling signs, prevalence rates, and the impact of problem gambling on individuals, families, and communities.
- B. The Contractor shall provide a full-time Project Director to oversee overall operation of the Problem Gambling Prevention TA and Training Project. The Project Director shall serve as the principal point of contact with OPG and will be responsible for:
  - 1. Overall project planning and management.
  - 2. Providing direct supervision and coordination of project staff, consultants and Subcontractors.
  - 3. Providing staffing continuity.
  - 4. Providing deliverables.
  - 5. Preparing reports.
  - 6. Maintaining budget control.
- C. Develop and implement a process for assessing the replicability of scientifically-proven model community prevention strategies and programs. The purpose will be to afford local problem gambling prevention organizations the practical ability to implement the programs with a high degree of integrity and relevance.
- D. Work collaboratively with OPG in the assessment, planning, and implementation of state priorities and initiatives. At the direction of OPG, work in collaboration with ADP's other TA and training Contractors on issues of common purpose and objectives.

- E. Develop and implement an ongoing method to determine the types of TA and training needed statewide for the problem gambling prevention field. This would include but not be limited to:
  - 1. Programmatic and management issues related to prevention strategies and activities.
  - 2. Financial management.
  - 3. Program design and administration.
  - 4. Program evaluation.
  - 5. Policy development.
- F. Provide a minimum of 1,400 TA days, including training, to the problem gambling prevention field statewide over the 16-month contract period. The field includes community-based organizations, coalitions or local groups; faith community; school systems; problem gambling prevention service programs/providers; law enforcement; gambling industry personnel; county alcohol and drug administrators; ADP; OPG; and other local, county and state government agencies. A TA day is defined in Attachment I Definitions. The 1,400 TA days shall be provided based on outcomes of the needs assessment and in consultation with OPG, in the following areas of services:
  - 1. Faith community/private sector.
  - 2. Cultural/linguistic competency.
  - 3. Environmental prevention.
  - 4. Community prevention system and program development.
  - 5. Co-morbidity and other related addictions.
  - 6. Social costs of problem gambling:
    - a. Individuals.
    - b. Families.
    - c. Jobs.
  - 7. Vulnerable populations.
  - 8. Problem gambling as an occupational hazard for gambling industry employees.
  - 9. Making reports to child/adult protective services.
- G. Relevant to the above-mentioned areas of services, the Contractor shall provide TA and support to OPG in the development of policies and procedures.
- H. TA may be provided through (1) consultation; or (2) training events using the following guidelines:
  - 1. Consultation

- a. Consultation may be provided through on-site assistance at the problem gambling agency facility, through telephone conversations, or through written correspondence.
- The consultation services will be problem specific and solution focused. They will focus on improving program operations or solving a problem.
- c. Services may include assistance in obtaining facilitated or focus group input for advisory group(s).
- d. On-site consultations should be short-term in nature and not exceed five TA days of service unless a justification for an extension is approved in advance by OPG. The justification will address the following three areas:
  - (1) Why an extension of the services is necessary.
  - (2) Why the services were not provided in the allotted time.
  - (3) What the consequences will be if the extension is denied.
- e. The Contractor will provide up to 20 days of consultation and/or facilitation directly to OPG, including, but not limited to: conference planning; meeting facilitation; research regarding gambling-related issues; development and delivery of Problem Gambling Awareness week and other events.

# 2. Training Events

- a. Contractor shall determine when training events are preferable to individual or on-site consultation and accordingly plan, conduct, and evaluate, community problem gambling prevention training events. At a minimum, 80 training events must be provided statewide (including 10 in each region - Northern, Central and Southern California – See Attachment I, Definitions). These are included in the 1,400 required TA days.
- b. Contractor shall obtain approval of the training plan from OPG's Project Coordinator at least 15 workdays prior to each training event. The plan must include the items listed below:
  - (1) Needs assessment.
  - (2) Objectives of the training.
  - (3) Outline of curriculum to be presented.
  - (4) Copies of any handout materials.
  - (5) Names and resumes of presenters.
  - (6) Occupational categories of intended participants.
  - (7) Location, date, time and agenda.
  - (8) Evaluation forms to be completed by participants. The Contractor will submit the completed evaluations to the Project Coordinator with the monthly progress report.
  - (9) Training event locations that meet Federal and State accessibility

requirements for persons with disabilities. **Note:** Training notices must include the following statement: "If you need a disability-related reasonable accommodation/alternative format for this training, please contact (name) at (phone number, email address, and TDD number) by (a date up to two weeks prior to the event)." The cost of such accommodations is to be paid by the Contractor.

- c. The Contractor may charge a nominal registration fee for training events, not to exceed \$10 or the actual cost, whichever is less, to cover only the costs not allowed under the contract.
- Develop and disseminate a minimum of three resource publications during the 16-month period and during each of the succeeding 12-month periods to:
  - 1. Help the problem gambling prevention field stay abreast of best practices emerging from current research.
  - 2. Provide practical tools for implementing proven community prevention strategies.
  - 3. Develop community prevention guidance documents and other related materials in support of the Problem Gambling Prevention Program. Publication topics shall include, but not be limited to: environmental problem gambling prevention; cultural and linguistic competency; involvement of the faith community and private sector; and problem gambling community prevention systems development. Publication topics must be approved by OPG's Project Coordinator prior to development. Publications shall be made available at no charge and be accessible via the Internet. Copies of the final documents must be submitted to OPG in both Microsoft Word and PDF formats. The Contractor is responsible for obtaining professional proofing and editing services before documents are submitted to OPG. Contractor is also required to make all edits required by OPG and ADP.
- J. Ensure that the following is applied in the provision of TA and training. (Reference Attachment I, Definitions):
  - 1. Cultural and/or linguistic proficiency when working with specific population groups.
  - 2. The Framework cited in Section 1.2.
- K. Implement a marketing plan to promote the TA and training services available under the contract. The plan shall include, but not be limited to, all

of the following: description, tasks, and timelines. At a minimum, marketing shall include:

- 1. Development and distribution of a publication describing the Contractor's TA services and training events including topics. This is in addition to the publications described in 1.7.I.
- Development and maintenance of a website with information on available services. The website shall be linked to that maintained by OPG and ADP.
- 3. Print announcements to local AOD administrators, probation departments, college health centers, and other appropriate recipients.

The marketing plan shall be submitted to OPG and shall be subject to the approval of OPG. OPG reserves the right to require additional clarification of the plan and to direct specific changes to the plan as it deems necessary to ensure the appropriate execution of the contract.

- L. Assign appropriate consultant(s) or staff to meet each TA request, based upon, but not limited to: priority, type, location and length of each TA to be provided; direction from OPG; and Contractor's assessment of the needs of the problem gambling prevention field.
- M. Develop and implement a system that affixes a priority to each request for TA and report to OPG those requests that cannot be met.
- N. Work closely and cooperatively with OPG's Project Coordinator, to respond to all OPG requests for information and documentation related to the provisions of this contract. OPG reserves the right to approve:
  - 1. The selection of consultants/trainers.
  - 2. The location and content of training programs.
  - 3. The assessment of the needs of the problem gambling and related prevention field.
  - 4. The identification of priorities for use of the TA resources.
  - 5. All publications required under this contract.
- O. Conduct evaluations of services as follows:
  - Ensure that an approved evaluation form is distributed to and completed by the organization receiving services. The Contractor will be responsible for the design of the evaluation form which shall be approved by OPG. A copy of the completed evaluations shall be submitted to OPG's Project Coordinator with the monthly progress reports.

- 2. Follow-up with recipients of TA to assess quality of services and ensure desired outcome was achieved. The Contractor will be responsible for the design of the follow-up evaluation form which shall be approved by OPG. The follow-up evaluation form shall be completed 90 days following the TA service. A copy of the completed follow-up evaluations shall be submitted to OPG's Project Coordinator with the monthly progress reports and summarized in the final report.
- 3. OPG may contact service recipients directly to confirm their satisfaction with the services delivered by the Contractor.
- P. Obtain written pre-approval from OPG on all products, reports or materials developed or used during the term of the contract.
- Q. In accordance with the California Government Code, Section 11135, and Title II, Americans with Disabilities Act (ADA) requirements, publications that are made available through this contract must include the following statement: "This publication can be made available in Braille, large print, computer disk, or tape cassette as a disability-related reasonable accommodation for an individual with a disability." In addition, publications must be made available in other languages if requested by a limited English proficient person.
- R. Provide the ADP Resource Center with 25 copies of any publications (manuals, books, or journals) produced under this contract. **Note:** All publications, documents and/or printed training materials produced under the contract must clearly state "Funded by the California Department of Alcohol and Drug Programs, Office of Problem Gambling."
- S. Provide written courtesy notification to county alcohol and drug program administrators, at least 24 hours prior to the delivery of services, of any TA and/or training conducted or provided to a problem gambling prevention organization located in the administrator's county.
- T. Obtain prior written approval from OPG Project Coordinator before providing TA or training, including associated travel. If during the first twelve months of the contract, TA services provided are consistent with the provisions of the contract and completed without incidence, OPG may waive pre-approval for the remainder of the contract period. If performance issues arise subsequent to granting the waiver, OPG reserves the right to reinstate the pre-approval requirement as it deems necessary to ensure the appropriate delivery of TA services by the Contractor.

- U. Submit written monthly progress reports no later than 15 days following the last day of the reportable month utilizing the format stated in Attachment III. The monthly reports must:
  - 1. Correspond to overall project goal(s) and to specific monthly objectives.
  - 2. Include pertinent information on monthly objectives, such as relevant data (statistical and anecdotal), the number of individuals served, a break down by professional disciplines of the number trained, the number of TA days delivered, marketing strategies, problems encountered in achieving or failing to achieve proposed objectives, methods employed to resolve stated problems, customer feedback, rating of services provided, and customer evaluations.
  - 3. Maintain all data contained on Microsoft Excel 2002 and convey to OPG Project Coordinator, on a monthly basis, by e-mail or CD-ROM.

Monthly reports shall accompany invoices for payment. Invoices will not be processed until receipt of corresponding monthly reports and supporting data in the format prescribed above. OPG reserves the right to modify reporting requirements as it deems necessary.

- V. Submit a written final report describing contract services provided and outcome evaluation results to OPG no later than 30 days after the end of the initial 16-month contract period and any subsequent renewal contract periods. The report shall include all of the following:
  - 1. The TA services provided and agencies served during the contract period.
  - 2. Specific problems which were addressed.
  - 3. A summary of the follow-up evaluations.
  - 4. The effectiveness of the Contractor's TA and training services.
- W. TA staff and consultants must be able to travel to California's rural and metropolitan areas. To save on travel costs, it is recommended that Contractor have consultants available in Northern, Central and Southern California.
- X. Assist a minimum of 10 local government and/or nonprofit organization staff to attend the National Conference on Problem Gambling in Minnesota during the 2005-06 FY and an additional 10 in the 2006-07 FY. An additional 10 local government and/or nonprofit organization staff will receive assistance to attend an out-of-state training conference for each subsequent 12 month contract renewal.
- Y. Schedule of Deliverables:

PHASE 1

March 1 - September 15, 2006 \$500,000

- 1. As soon as possible, but no later than September 1, 2006, conduct a statewide prevention training needs assessment and submit a draft needs assessment report to OPG for input. The needs assessment shall consider input provided by OPG Advisory Group during the fall of 2005 and the winter of 2006. The needs assessment must be extensive including the needs of problem gambling service providers, local alcohol and drug program personnel, mental health providers, the gambling industry (casinos, card rooms and horse race tracks) and other fields of service. The needs assessment must take into account the needs of special populations including, but not limited to, seniors, youth, Asian and Pacific Islanders, Spanish-speaking individuals and other minority groups based on the findings of the California Prevalence Study, when available (scheduled for completion in June 2006). At a minimum, the Contractor or Subcontractor must use survey tools, key interviews and focus groups in conducting the needs assessment. By September 15, 2006, a final written outcome report of the needs assessment must be submitted to OPG, in both Microsoft Word and PDF formats.
- 2. As soon as possible, but no later than September 1, 2006, develop and submit to OPG for input a draft statewide training plan including strategies for securing continuing education credits (CEUs) for licensed or certified professionals targeted for training. By September 15, 2006, a final written training plan must be submitted to OPG in both Microsoft Word and PDF formats.
- 3. As soon as possible, but no later than September 1, 2006, develop and submit a draft written plan to OPG for input an evaluation process for all TA and training activities. By September 15, 2006, a final written plan for the evaluation process must be submitted to OPG in both Microsoft Word and PDF formats.
- 4. As soon as possible, but no later than September 1, 2006, develop and submit to OPG for input a marketing plan to reach prospective trainees, including how outcomes will be reported to OPG, in the gambling industry, county and city government, the therapy community and others. By September 15, 2006, a final written marketing plan must be submitted to OPG in both Microsoft Word and PDF formats.
- 5. Pay expenses for a minimum of 10 local government and/or nonprofit organization staff to attend the National Conference on Problem Gambling in Minnesota in June, 2006.

#### PHASE 2

## July 1, 2006 – June 30, 2007 \$750,000

 Based on results of the training needs assessment, and in consultation with OPG, provide training for county Alcohol and Other Drug Program (AOD) staff, local government, probation departments, gambling industry staff and others on gambling prevention related issues. Location and content of training programs and training staff shall be pre-approved by OPG Project Coordinator. At a minimum, the training program should include:

- a. Signs of problem and pathological gambling.
- b. Crisis management and referral to services for problem and pathological gamblers and those close to them.
- c. Problem and pathological gambling referrals and resources.
- d. Culturally and linguistically-competent and specific populationssensitive approaches to providing prevention and crisis services to problem and pathological gamblers and those close to them.
- e. Prevention outreach in a youth development context.
- f. Local prevention strategies.
- g. Local media outreach.
- h. Asset mapping for partnerships.
- i. Key ingredients for a successful self-exclusion program.
- j. Self-help strategies for preventing recurring problem gambling.
- k. Prevention training as identified by the training needs assessment and research.
- Impact of problem gambling on specific occupations, such as peace officers and AOD caseworkers.
- m. Co-morbidity and other related addictions.
- n. Social costs of problem gambling:
  - (1) Individuals.
  - (2) Families.
  - (3) Jobs.
- o. Vulnerable populations.
- p. Problem gambling as an occupational hazard for gambling industry employees.
- q. Making reports to child/adult protective services.
- 2. Research, write and disseminate a minimum of three periodic briefs and/or papers on current issues related to problem gambling. Briefs and papers must be approved by OPG prior to mass production. The briefs and papers must be professionally edited and designed.
- 3. Plan, develop, and execute a California Problem Gambling Summit, if necessary, based on input from the field.
- 4. Meet with OPG to provide 20 days of TA consultation including, but not limited to: conference planning; meeting facilitation; research regarding issues related to problem gambling; development and delivery of Problem Gambling Awareness week and other events.

5. Pay expenses for a minimum of 10 local government and/or nonprofit organization staff to attend an out-of-state Conference on Problem Gambling between July 1, 2006 and June 30, 2007.

## 2.0 TECHNICAL PROPOSAL

The Technical Proposal describes the method, staffing and funding needed to develop and deliver services requested by this RFP.

## 2.1 **Specific Requirements**

- A. <u>Order of Responses</u>: All required components of the proposal must be present and follow the order of the RFP. Bidders' responses to each item in this RFP <u>must</u> be identified in their proposal by the same numbers and letters to which the response applies. (Required; no points)
- B. <u>Cover Sheet</u>: Include the RFP number and title, name of bidder agency, and name and telephone number of the contact person for the bidder agency. (Required; no points)
- C. <u>Table of Contents</u>: Provide a Table of Contents that lists each section responded to in this RFP and its page number. List attachments. Use the same sequence and titles used in this RFP. (Required; no points)

### 2.2 General Guidelines

- A. OPG seeks a Contractor who demonstrates the ability to apply innovative and creative methods and approaches to the Scope of Work outlined in RFP Section 1.7.
- B. The Technical Proposal should be specific regarding the methods and personnel to be used.
- C. The proposal must clearly and fully demonstrate an understanding of the subject, the best methods for delivery of services, and the technical problems inherent in the process.
- D. The proposal must clearly convey the intent and understanding necessary to accomplish project requirements.
- E. Simply stating that the bidder understands or merely paraphrasing this RFP will be considered inadequate.
- F. Phrases such as "well-known techniques will be used" are unacceptable.
- G. OPG recognizes that all technical factors cannot be detailed in advance. However, the technical proposal must detail sufficiently how the bidder would

accomplish project requirements, including a full explanation of techniques, procedures, and staffing to be used.

## 2.3 Technical Proposal Scoring

The maximum score possible for the Technical Proposal is 160 points. The minimum standard OPG will accept for the Technical Proposal is 120 points. This score will be determined by a selection review committee. Those proposals not meeting this minimum standard will not be considered for funding. The six weighted evaluation criteria and their respective possible points are as follows:

Category	Maximum Possible Score
Understanding of Problem	10 Points
Operation and Service Delivery	55 Points
Project Work Plan	40 Points
Bidders' Qualifications	10 Points
Project Personnel	25 Points
Budget	<u>20</u> Points
Total	160 Points

## 2.4 <u>Bidder is to provide written responses to the following</u>

# A. <u>Bidder's Understanding of and Solution to the Problem</u> Maximum Score: 10

1. Describe the most effective proactive and responsive practices, methods, and strategies for providing problem gambling community prevention training and TA. (Refer to RFP Section 1.7).

Maximum Score: 5 points

- 2. State your understanding and the importance of the following (refer to RFP Section 1.7):
  - a. Technology transfer science to practice.
  - b. Scientifically proven model problem gambling prevention programs.
  - c. Evaluating replicated model programs that serve to guide and assist the efforts of the prevention site.
  - d. A logic model framework within the delivery of TA and training.
  - e. Community prevention.
  - f. Cultural and linguistic competence.
  - g. Engaging and involving the faith community, law enforcement, the gambling industry, and community organizations in problem gambling prevention.
  - h. Environmental prevention.

# B. Operation and Service Delivery Maximum Score: 55

1. Describe steps bidder will take to develop, operate and market Problem Gambling Prevention TA and Training. (Refer to RFP Section 1.7)

Maximum Score: 5 points

- 2. Describe steps bidder will take to implement a process for assessing the replicability of scientifically proven prevention programs and strategies. Include steps for evaluating model programs and strategies as well as incorporating a logic model framework within the delivery of training and TA. (Refer to RFP Section 1.7) Include (but do not limit to) the following:
  - a. How the TA services will proactively facilitate the development of problem gambling community prevention systems and programs.
  - b. How the TA services will fulfill the requirement to be culturally and linguistically proficient for the range of populations within California. Include (as attachments) letters of agreement with consultants or other groups that substantiate/support that this capability exists or will exist.
  - c. Which ongoing method will be used to determine statewide TA and training needs.
  - d. How TA service requests will be identified by need; clarified, if necessary; and prioritized.
  - e. How it will be determined when a training event is preferable to individual or on-site consultation.
  - f. How qualified staff or consultant will be assigned to meet the needs of a TA request.
  - g. How TA and training services will be provided in an economically effective way.
  - h. What the relationship between Contractor and OPG's Project Coordinator will be. That is, ensure pre-approval is obtained prior to the delivery of services.

Maximum Score: 20 points

 Describe steps bidder will take to plan and conduct a minimum of 80 problem gambling prevention training events, including 10 in each region—Northern, Central, and Southern California.

Maximum Score: 10 points

- 4. Describe steps bidder will take to develop and disseminate a minimum of three resource publications not only during the initial 16-month contract period but also in each of the subsequent 12-month contract periods. Publications will focus on:
  - a. Helping the problem gambling prevention field stay abreast of best practices emerging from current research.
  - b. Providing practical tools for implementing proven community prevention, environmental prevention, cultural and linguistic competency and involving the faith community, law enforcement, the gambling industry and community organizations.
  - c. Developing problem gambling prevention guidance documents and other related materials in support of Problem Gambling Prevention TA and Training. (Refer to RFP Section 1.7)

Maximum Score: 5 points

 Describe how bidder will implement an innovative and creative statewide marketing plan, including a descriptive publication and web-based technology, to promote the services available to the prevention field under this contract.

Maximum Score: 5 points

- 6. For evaluations of the Contractor's services:
  - a. Describe how the bidder will evaluate the effectiveness and use of the TA and ensure that evaluations, including the follow-up evaluations, are completed by the entities receiving services.
  - b. Indicate how bidder will utilize information received in the evaluations.

Maximum Score: 5 points

- 7. Describe bidder's overall capability to manage the proposed project, including:
  - Ability to develop, operate and market Problem Gambling Prevention TA and Training (as described in RFP Section 1.7 Scope of Work and Deliverables).
  - b. Ability to provide 1,400 TA days statewide, over the 16-month contract period, including 80 training events. (Refer to RFP Section 1.7.)
  - c. Ability to provide TA to OPG (as described in RFP Section 1.7 Scope of Work and Deliverables).
  - d. Ability to locate and hire qualified staff and consultants.
  - e. Ability to manage staff, Subcontractors, and consultants.

- f. The administrative system the bidder will use to ensure payment of consultant services expenses satisfies pertinent state laws, regulations, and policies.
- g. Means to properly invoice, submit reports (including the use of Microsoft Word and PDF Formats, as well as Excel and Word 2002), and fulfill other contract business requirements.
- h. Ability to secure continuing education units (CEUs) for various professions such as Licensed Clinical Social Workers, Marriage and Family Therapists, Licensed Psychologists, Psychiatrists, Medical Doctors, Registered Nurses, Nurse Practitioners, Probation Officers, Law Enforcement Officers, Prosecutors, and Public Defenders.

Maximum Score: 5 points

# C. <u>Project Work Plan</u> (may be typed single spaced) Maximum Score: 40

1. Write Project Work Plan for both the Phase 1 contract period (March 1 through June 30, 2006) and the Phase 2 contract period (July 1, 2006 through June 30, 2007), which should include the following items: the project goal, objectives needed to reach the contract goal, and tasks necessary to complete the objectives. All work and deliverables listed in RFP Section 1.7 should be included.

Maximum Score: 30 points

2. Provide a logic model for this project. For information on and examples of logic models go to <a href="http://www.insites.org/documents/logmod.htm">http://www.insites.org/documents/logmod.htm</a>

Maximum Score: 10 points

# D. Bidder's Qualifications Maximum Searce 10

Maximum Score: 10

- 1. Submit an annotated list of work experience, relevant to this RFP, conducted by the bidder's agency and any Subcontractors in the last three years, or currently in progress. Include:
  - a. Contracting organization.
  - b. Synopsis of work performed.
  - c. Contracting period.
  - d. Relevance to this RFP.

Maximum Score: 10 points

2. Submit at least two letters of recommendation from organizations for whom the bidder's agency (and Subcontractors) has provided services

(relevant to this RFP preferred) during the last three years. The letters should describe the services performed.

Maximum Score: Required

- No Points

# E. Project Personnel Maximum Score: 25

 Provide job titles and duty statements describing the activities each project staff position, including consultants, will perform during the project. A pool of consultants may be described in one duty statement. Include name of project staff and consultants if known.

Indicate the percentage of time each project staff will devote to each activity listed in their duty statement. Include overall total percent of time devoted to project. A full-time position would be indicated as 100 percent. A full-time Project Director must be provided for this contract. For consultants, do not indicate percent of time, instead indicate number of hours or days consultants will be utilized. Do not indicate monetary amounts.

Maximum Score: 5 points

2. Submit resumes showing credentials, experience and qualifications of all key project staff for both the prime Contractor and the Subcontractors (including consultants). In addition to the items listed below, the resume of the Project Director must include documented evidence of experience to perform duties/ responsibilities described in RFP Section 1.7.B. This information must be included in the initial proposal and must be presented upon request throughout the term of the contract. If project staff is unknown, include qualifications for the position(s). Staff qualifications must be appropriate and sufficient to accomplish duties and program objectives.

**Scoring Note**: Qualification of unknown staff will not score as highly as qualifications of known staff. Resumes will be scored based on the level of staff qualifications as they relate to the requirements of this RFP.

Knowledge of the following (direct experience preferred) should be reflected in the submitted resumes:

- a. The problem gambling and related prevention field.
- b. Problem gambling and related community prevention.
- c. Environmental prevention.
- d. Cultural and linguistic competency.
- e. The faith community.
- f. The private sector.

- g. Coordinating TA and training statewide.
- h. Developing and managing a pool of consultants and/or a consortium of Contractors/agencies with a wide variety of expertise and cultural proficiency.
- i. Performing needs assessments.
- j. Implementing marketing plans (including the use of Web technology).
- k. Conducting evaluations.
- I. Maintaining data on Microsoft Excel 2002.
- m. A wide range of programmatic and management issues related to problem gambling prevention strategies and activities, financial management, program design and administration, program evaluation, and policy development.
- n. Youth development.

Maximum Score: 20 points

3. Letters of commitment from Subcontractors, consultants, or others who are proposed principals for this project (not bidder's employees) must be submitted with your proposal. The letter should be submitted on the proposed consultant's letterhead and must state that the consultant has read the proposal and agrees to participate in the activities at the level specified. Failure to include the letter(s) of commitment may result in disqualification of the proposal.

Required (if applicable): No points

### A. Project Budget

Maximum Score: 20 points

Proposal must be fully supported by cost and pricing data adequate to justify the bid amount.

1. A detailed line item budget must be completed showing individual line items under budget categories. Use the line item budget instructions, RFP Section 2.4, to prepare a budget for the bid amount.

Maximum Score: 10 points

- 2. All budget line items must be fully explained and justified in a narrative entitled "Budget Justification". This justification should include:
  - a. Why each individual line item is being charged to the project.
  - b. Why the quantity of a line item is reasonable (i.e., amount of personnel time, travel, printing, etc.).
  - c. Why the cost of each line item is reasonable in price.

d. Which formula was used to determine the cost of each line item.

Maximum Score: 10 points

## 2.5 <u>Line Item Budget Instructions</u>

## A. <u>Direct Cost Categories</u>

The direct cost budget categories are Personnel Services and Operating Expenses.

### 1. Personnel Services

Personnel Services include each authorized staff position the bidder is devoting to this project listed by title, and a line item for fringe benefits showing the percentage rate.

A line item for each authorized position must provide a computation of the monthly or hourly salary rate, the number of months or hours the position will be filled; and the percentage of salaried time the position will devote to the project.

A salary range should be shown to include any anticipated wage increases during the period covered by the proposal. All salaries must be fully justified in the budget justification and by job titles/duty statements/resumes under project personnel.

Contract funds may not be used to pay for holiday time-off for the Contractor, Subcontractors, or consultants.

#### 2. Operating Expenses

Operating Expenses include all other direct cost line items, such as rent, travel and subsistence, supplies, consultants, etc.

A line item for rent must identify the number of square feet to be utilized for the project, and the cost per square foot.

OPG policy does not allow for purchase of furniture or equipment. Equipment is defined as an article of nonexpendable tangible personal property. A line item for equipment rental, use allowance (not to exceed six and two-thirds percent of acquisition cost annually) or depreciation must identify the type of equipment.

Reimbursement for travel and per diem expenses from ADP under the Agreement shall, unless otherwise specified in the resulting contract, be at the rates currently in effect, as established by the California Department of Personnel Administration (DPA). Those rates are specified in the Department's Travel and Subsistence Guidelines, Attachment VI. Food and beverage are unallowable costs except for meals permitted by the Subsistence Guidelines. If the rates change during the term of any

Agreement resulting from this solicitation, the new rates shall apply upon their effective date and no amendment to said Agreement shall be necessary. No travel outside the State of California shall be reimbursed without prior written authorization from ADP's OPG.

Consultant's costs must be fully explained and justified, including the cost per hour and number of hours. Consultant travel and per diem costs must be shown separately from staff travel costs. Fees should be consistent with the annual income of each consultant and market rates of similar services.

## B. <u>Indirect Cost Categories</u>

### **Indirect Cost**

An indirect cost category may be included in the budget if the applicant has a current indirect cost rate approved by the cognizant agency on behalf of the Federal Government; is in the process of obtaining such approval; or has other supporting documentation. A copy of the agreement approving the rate and/or the supporting justification data must accompany the Bid Proposal if an indirect cost category is requested. ADP reserves the right to deny an indirect cost category and request direct costing.

#### C. Overhead or Administrative Costs

An overhead or administrative cost category must be approved by OPG. The bidder must provide a list of all costs included in this category, including the methodology used to compute these costs.

Costs included as overhead or administrative costs may not be simultaneously shown as direct or indirect costs in other parts of the budget. OPG may request direct costing.

#### D. Miscellaneous or Other or Fee

There should be no line items entitled miscellaneous, other or fee. All line items must be fully explained and justified.

### E. Budget Negotiations

The proposed budget may be negotiated at the option of OPG, but the total bid amount may not be increased.

#### 2.6 Restrictions

Contract funds provided by this RFP cannot be used for the following:

- A. Providing inpatient hospital services for problem gambling problems.
- B. Making cash payments to intended recipients of health services.
- C. Purchasing or improving land; purchasing, constructing, or permanently improving any building or other facility; or, purchasing major medical equipment.

- D. Providing financial assistance to any entity other than a public or nonprofit private entity.
- E. Paying the salary of an individual at a rate in excess of \$100,000 per year.
- F. Lobbying Congress, any federal agency, the California Legislature, or state or local agencies in connection with the award of a particular contract, grant, cooperative agreement, or loan.
- G. Construction.
- H. Medical services, problem gambling or drug treatment or rehabilitation, except for referral to treatment for problem gamblers.

## 2.7 Method of Payment

The method of payment to the Contractor will be cost reimbursement. The cost reimbursement method of payment reimburses the Contractor no more frequently than monthly, in arrears, in accordance with the budget for actual expenditures incurred. An amount equal to 10 percent of each payment will be withheld as a final payment. No more than 90 percent of the contract amount will be paid prior to receipt of the required final report.

## 2.8 Funding Availability for Multi-Year Contracts

The contract will be valid and enforceable for subsequent years past the first 16 months of the contract and up to four additional 12-month periods only if extended by OPG and only if sufficient funds are made available to OPG for the purposes of this program. In addition, the contract will be subject to any additional restrictions, limitations, or conditions enacted by the Legislature and contained in the Budget Bill or any statute enacted by the Legislature that may affect the provision, terms, or funding of the contract in any manner. If funds are not appropriated for this program, the contract will be terminated and have no further force and effect. The contract may also be amended to reflect a reduction in funding.

## **2.9 Budget Contingency Clause** (State Budget Act Appropriation)

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, OPG shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, OPG shall have the option to either cancel this Agreement with no liability occurring to OPG, or offer an Agreement amendment to Contractor to reflect the reduced amount.

## 2.10 Contract Renewal

OPG shall have the option to renew this contract for up to four additional

12-month periods. It is understood that the contract renewal is at OPG's discretion and is contingent upon successful completion of the preceding year's objectives, the availability of funds, and a demonstrated need to continue services. A new budget and new project work plan will be required from the Contractor for each subsequent 12-month contract period added.

## 3.0 BID PROPOSAL

One copy of the Bid Proposal must be submitted. A separate sealed envelope for the bid proposal is **not** required.

Use your agency letterhead, including address, phone contact number, and email address, for your Bid Proposal and simply state the following:

Date

Margret Davis, Contract Analyst Contracts Office, Division of Administration Department of Alcohol and Drug Programs 1700 K Street, First Floor Sacramento, CA 95814-4037

The undersigned certifies that all requirements of the Request for Proposal known as "Problem Gambling Prevention Technical Assistance (TA) and Training," ADP-RFP-05-7, were understood and complied with. In addition, the undersigned certifies that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal or State department or agency. Our all-inclusive bid is as follows:

Φ	
Signed:	
Printed Name:	
Title:	

Bids shall be signed by the bidder. An unsigned bid or bids submitted without the original signature will be rejected. A bid may be signed by an agent of the bidder if he/she is properly authorized by a power of attorney or equivalent document submitted to the State prior to the submission of the proposal (or with the proposal).

## 3.1 Total Cost

The total cost shall not exceed \$1,250,000 for the initial 16-month period. Any proposal submitted with a bid in excess of \$1,250,000 will automatically be

rejected. Contractor will not be allowed to charge participants a fee for services, materials, events, or postage and handling for distribution of materials except those that cannot be covered under the contract. Subsequent 12-month contract period costs of up to \$750,000 for each period should not be included in the total cost submitted.

## 3.2 <u>Disabled Veteran Business Enterprise Program (DVBE)</u>

Due to the funding source for this project DVBE participation is not required. However, if subcontracting or purchasing opportunities are part of the bidder's proposal, the bidder is encouraged to seek DVBE's to fill those opportunities.

See the following web-site for a listing of DVBE's: <a href="http://www.pd.dgs.ca.gov/smbus/certing.htm">http://www.pd.dgs.ca.gov/smbus/certing.htm</a>

## 4.0 ESTIMATED TIME SCHEDULE

- 4.1 RFP released to bidders: December 16, 2005
- 4.2 Questions and requests for hard copy responses to all questions due from prospective bidders: <u>January 6, 2006</u>
- 4.3 Responses to bidders' questions posted on ADP website and mailed to potential bidders, who made such a request by December 21, 2005: January 12, 2006
- 4.4 Letters of Intent due to ADP: January 18, 2006
- 4.5 Bid proposals due by: 4:00 p.m., January 25, 2006
- 4.6 Award of contract: February 24, 2006
- 4.7 Period of performance: March 1, 2006 through June 30, 2007

#### 5.0 SUBMISSION OF PROPOSAL

5.1 All proposals must be delivered to address shown below and received and time stamped by an ADP employee by the date and time indicated in Section 4.0

Estimated Time Schedule. Proposals received after the due date and time will not be considered. Postmarks will not be accepted as meeting the deadline. Faxed proposals will not be accepted. If you plan to deliver your proposal in person, please allow at least 15 minutes to go through ADP's security procedures. Security guards are not ADP employees and will not time stamp proposals.

**Note:** Delivery and postal services often deliver after the specified due date/time. It is the bidder's responsibility to ensure that the bid and proposal arrive at ADP before the deadline.

Proposals must be submitted in a sealed package clearly marked with the RFP number and title and be addressed to:

Margret Davis, Contract Analyst Contracts Office, Division of Administration Department of Alcohol and Drug Programs 1700 K Street, First Floor Sacramento, CA 95814-4037

- **5.2** Bidder's proposals shall consist of the following:
  - A. <u>Technical Proposal</u>: The Technical Proposal shall consist of responses to the following RFP Sections:

2.1	Specific Requirements
2.3 A	Bidder's Understanding of Problem
2.3 B	Operation and Service Delivery
2.3 C	Project Work Plan
2.3 D	Bidder's Qualifications
2.3 E	Project Personnel
2.3 F	Project Budget

Bidders shall submit a total of **five** copies of their Technical Proposal.

B. <u>Bid Proposal</u>: The Bid Proposal shall consist of responses to the following RFP Section:

## 3.0 Bid Proposal

Bidders shall submit one hard copy of their Bid Proposal with an original signature, as well as one electronic copy on a 3.5" floppy disk.

- 5.3 The bidder's narrative response to the technical portion of the proposal should be double-spaced and submitted on standard white, 8½" x 11" sized paper. The project work plan may be single-spaced. Each page shall be clearly and consecutively numbered.
- The bidder's response to each item in this RFP must be identified with the same numbers and letters of the paragraph in the RFP to which the response applies.
- 5.5 Due to limited storage space, the proposal package should be prepared in the least expensive method (i.e., copied back-to-back, stapled in upper left-hand corner, no fancy bindings).
- 5.6 Costs for developing proposals are entirely the responsibility of the bidder and shall not be chargeable to the State of California or included in any cost elements of the price.

- **5.7** OPG may reject any proposal at its discretion, including those that are conditional, incomplete, contain any alterations of form, or other irregularities of any kind.
- The Bid Proposal shall be signed by an individual who is authorized to bind the proposing firm contractually. The signature must indicate the title or position that the individual holds in the organization. An unsigned or improperly signed Bid Proposal may be rejected.
- 5.9 A proposal may be modified after its submission by withdrawal and resubmission prior to the time and date specified for proposal submission. Modification offered in any other manner, oral or written, will not be considered.
- 5.10 A bidder may withdraw his/her proposal by submitting a written request for its withdrawal to the State, signed by the bidder or an agent authorized in accordance with paragraph 5.8 above. The bidder may, therefore, submit a new proposal prior to the proposal submission time. Proposals may not be withdrawn without cause subsequent to proposal submission deadline.
- 5.11 Bidders are cautioned to not rely on the State during the evaluation to discover and report to the bidder any defects and errors in the submitted documents. Bidders, before submitting their documents, should carefully proof them for errors and adherence to the RFP requirements.
- 5.12 The awarding agency may modify the RFP prior to the date fixed for submission of proposals by the issuance of an addendum to all parties who received a proposal package.
- 5.13 Issuance of the RFP in no way constitutes a commitment by OPG to award a contract. OPG may reject any or all proposals for reasonable cause and may waive any immaterial deviation of a proposal. The State's waiver of an immaterial defect shall in no way modify the RFP documents or excuse the bidder from full compliance with the RFP and the bidder's proposal if the bidder is awarded the contract. OPG may also cancel this RFP at any time.
- 5.14 More than one proposal from an individual, firm, partnership, corporation or association under the same or different names, will not be considered. Reasonable grounds for believing that any bidder has submitted more than one proposal for the work contemplated herein will cause the rejection of all proposals submitted by that bidder. If there is reason for believing that collusion exists among the bidders none of the participants in such collusion will be considered in this or future procurements.

## 6.0 EVALUATION AND SELECTION PROCESS

- 6.1 The OPG will use the evaluation and selection procedure specified in Section 10344(c) of the Public Contract Code (PCC) to select the proposal that will best meet OPG's needs. This procedure specifies award to be made to the responsible bidder with the highest score.
- 6.2 Each proposal shall be reviewed to determine if the proposal meets the format requirements specified in the RFP. Proposals not meeting format requirements at this point shall be disqualified. These disqualified proposals shall neither:
  - A. Have their Technical Proposal scored.
  - B. Be considered for an award of contract.
- 6.3 Technical Proposals shall then be submitted to the Selection Review Committee, which shall evaluate and score the Technical Proposals. Points will be assigned to the Technical Proposal as shown in RFP Section 2.3. A minimum of 120 points must be achieved in the Technical Proposal to be considered responsive. A non-responsive proposal shall not be considered for an award of contract.
- 6.4 Technical Proposals that contain false or misleading statements, or which provide references, which do not support an attribute or condition claimed by the bidder, may be rejected. If, in the opinion of OPG, such information was intended to mislead OPG in its evaluation of the proposal, and the attribute, condition, or capability is a requirement of the RFP, it will be the basis for rejection of the proposal.
- 6.5 The bidder's response to each item in the RFP must be identified with the same numbers and letters of the paragraph to which the response applies. Failure to number responses in this manner may adversely affect the scoring of the bidder's proposal if reviewers are unable to locate responses. Omitted responses result in no score for that section and no contribution to the overall score. The Technical Proposal should follow the format of the RFP.
- 6.6 Evidence which indicates that the bidder, bidder's staff, and/or consultants have in any way attempted to influence the confidential nature of the review through contacts with OPG or ADP staff or members of the Selection Review Committee will result in the automatic rejection of the bid.
- 6.7 All proposals and scoring sheets shall be available for public inspection at the conclusion of the scoring process.

## 7.0 PROTESTS

A. Notice of the proposed award shall be posted in a public place in the Department of Alcohol and Drug Programs, 1700 "K" Street, Sacramento, CA 95814 for five working days prior to awarding the Agreement. In addition,

ADP will fax, email or use U.S. mail to notify bidders.

- B. Prior to the award of Agreement, if any bidder files a protest with OPG of the ADP on the grounds that the (protesting) bidder would have been awarded the contract had the agency correctly applied the evaluation standard in the RFP, or if the agency followed the evaluation and scoring methods in the RFP, the Agreement shall not be awarded until either the protest has been withdrawn or the ADP has decided the matter. It is suggested that any protest be submitted by certified or registered mail. This contract process is not subject to the California Department of General Services protest procedures.
- C. <u>Within two days</u> after filing the initial protest, the protesting bidder shall file a full and complete written statement specifying the grounds for the protest with the Chief Deputy Director of the ADP. It is suggested that the complete written statement be submitted by certified or registered mail.
- D. The Chief Deputy Director of the ADP shall, within 10 working days of receipt of the protest, review the issues raised and shall render a written decision to the protesting bidder. The decision of the Chief Deputy Director shall be final.

## 8.0 <u>NEWS RELEASES</u>

News releases pertaining to an award resulting from this RFP will not be made without prior written approval of the Director of ADP or the Deputy Director of OPG.

## 9.0 DISPOSITION OF PROPOSALS

- A. Upon proposal opening, all documents submitted in response to this RFP become the property of the State of California, and will be regarded as public records under the California Public Records Act (GC, Section 6250 et seq.) and subject to review by the public. The State cannot prevent the disclosure of public documents. However, the contents of all proposals, draft proposals, correspondence, agenda, memoranda, working papers, or any other medium which discloses any aspect of a bidder's proposal, shall be held in the strictest confidence until the "Notice of Intent" is posted.
- B. Proposal packages may be returned only at the bidder's expense, unless such expense is waived by the awarding agency.

## 10.0 CONTACT FOR INFORMATION

Any questions you may have concerning this RFP should be submitted in writing to the Contract Office by the date listed in RFP Section 4.0, Estimated Time Schedule. Questions will be answered in a written summary, which will be mailed out to everyone who requested a copy of the RFP. Direct questions to the address, fax, or email listed in RFP Section11.

## 11.0 LETTER OF INTENT

If your organization or firm intends to submit a proposal in response to this RFP, please send a "Letter of Intent" to apply by the date listed in RFP Section 4.0, Estimated Time Schedule. The letter should be on agency letterhead which includes address, phone contact number and email address, signed by a person officially representing the organization.

"Letters of Intent" are requested for ADP planning purposes only; they do not constitute a commitment to apply. Send the letter to:

Margret Davis, Contract Analyst Contracts Office, Division of Administration Department of Alcohol and Drug Programs 1700 K Street, First Floor Sacramento, CA 95814-4037

You may also fax your questions or "Letter of Intent" to (916) 324-5105 or via email to <a href="mailto:mdavis@adp.state.ca.us">mdavis@adp.state.ca.us</a>. To verify receipt, you may call Margret Davis at (916) 323-5709.

#### **DEFINITIONS**

For the purposes of this RFP, the following definitions apply:

**ADP**: The California Department of Alcohol and Drug Programs.

<u>Alcohol and Other Drugs (AOD)</u>: Any beverage containing alcohol (such as beer, wine, and whiskey) and other drugs (legal and illicit). Also appears as ATOD when addressing tobacco as well as AOD.

<u>California Counties</u>: For purposes of this contract, California's counties shall be divided into:

**Northern:** Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Glenn, Humboldt, Lake, Lassen, Marin, Mendocino, Modoc, Napa, Nevada, Placer, Plumas, Sacramento, San Francisco, San Mateo, Shasta, Sierra, Siskiyou, Solano, Sonoma, Sutter, Tehama, Trinity, Yolo, and Yuba.

**Central:** Fresno, Inyo, Kings, Madera, Mariposa, Merced, Mono, Monterey, San Benito, San Joaquin, Santa Clara, Santa Cruz, Stanislaus, Tulare, and Tuolumne.

**Southern:** Imperial, Kern, Los Angeles, Orange, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara, and Ventura.

<u>Consultant</u>: An individual whose level or area of expertise extends beyond that possessed by the Contractor's staff. The individual works for the Contractor and may deliver technical assistance (TA) and training on the Contractor's behalf.

**Consultation:** The provision of expert advice, guidance, or information through written correspondence, telephone conversations, or on-site assistance. On-site assistance is short-term in nature and programmatic in content and may be provided to OPG or the ADP.

<u>Consultant Pool</u>: A group of consultants with diverse expertise in the area of problem gambling prevention.

<u>Contractor</u>: The successful bidder awarded a contract under this proposal to deliver TA and training service to the problem gambling prevention field and manage a consultant pool.

<u>County Alcohol and Drug Program Administrators</u>: The individuals designated pursuant to the Health and Safety Codes to administer alcohol and other drugs (AOD) programs and funds for each county.

<u>Cultural/Linguistic Competence</u>: A set of congruent behaviors, attitudes, and policies that come together in a system, agency, or among professionals that enables effective work in cross-cultural situations. "Culture" refers to integrated patterns of human behavior that include the language, thoughts, communications, actions, customs, beliefs, values, and institutions of racial, ethnic, religious, or social groups. "Competence" implies having the capacity to function effectively as an individual and an organization within the context of the cultural beliefs, behaviors, and needs presented by consumers and their communities.

**<u>Department (ADP)</u>**: The California Department of Alcohol and Drug Programs.

<u>Environmental Prevention</u>: Establishes or changes written and unwritten community standards, codes, and attitudes, thereby influencing incidence and prevalence of problem gambling in the general populations.

Faith Community: Clergy/lay leaders of various denominations and religious beliefs.

<u>Logic Model</u>: An analytical approach to planning effective prevention programs that outlines the specific problem(s) to be addressed, strategies to be used, expected outcomes, and the links between strategies and outcomes.

<u>Office of Problem Gambling (OPG)</u>: The office in the Department of Alcohol and Drug Programs designated to address problem and pathological gambling in California.

**On-Site:** A site other than the Contractor's office such as recipient's location.

<u>Pathological Gambling</u>: Progressive mental disorder meeting the diagnostic criteria set forth by the American Psychiatric Association Diagnostics and Statistical Manual, Fourth Edition.

<u>Prevention</u>: A proactive process intended to promote and protect health and safety, and reduce or eliminate the need for remedial treatment of the physical, social, and emotional problems associated with problem gambling.

<u>Problem Gambling</u>: Participation in any form of gambling to the extent that it creates a negative consequence to the gambler, the gambler's family, place of employment, or community. This includes patterns of gambling and subsequent related behaviors that compromise, disrupt, or damage personal, family, educational, financial, or vocational interests. The problem gambler does not meet the diagnostic criteria for pathological gambling disorder.

<u>Problem Gambling Community Prevention</u>: Programs designed to reduce the prevalence of problem and pathological gambling among California residents. These programs shall include, but are not limited to: public education and awareness, outreach to high-risk populations, early identification and responsible gambling programs.

<u>Science-Based Programs</u>: Prevention programs whose effectiveness has been determined through the application of rigorous, systematic, and objective procedures to obtain reliable and valid knowledge relevant to educational activities and programs. It includes research that:

- Employs systematic, empirical methods that draw on observation or experiment.
- Involves rigorous data analyses that are adequate to test the stated hypotheses and justify the general conclusions drawn.
- Relies on measurements or observational methods that provide reliable and valid data across: evaluators and observers, multiple measurements and observations, and studies by the same or different investigators.
- Is evaluated using experimental or quasi-experimental designs in which individuals, entities, programs, or activities are assigned to different conditions and with propitiate controls to evaluate the effects of the condition of interest, with a preference for random-assignment experiments, or other designs to the extent that those designs contain within-condition or across-condition controls.
- Ensures that experimental studies are presented in sufficient detail and clarity to allow for replication or, at a minimum, offer the opportunity to build systematically on their findings.
- Has been accepted by a peer-reviewed journal or approved by a panel of independent experts through a comparably rigorous, objective, and scientific review.

<u>Self-Exclusion Program</u>: A program through which problem/pathological gamblers exclude themselves from gambling in gaming/gambling establishments.

<u>Specific Population Groups</u>: For the purpose of this proposal are defined to include African-Americans; Asian and Pacific Islanders; Chicanos/Latinos; Native Americans; gays/lesbians; elderly; women; youth; and people with disabilities.

<u>Technical Assistance (TA)</u>: The provision of specialized services such as advice, guidance, consultation, coordination, instruction or training, and written materials to assist the problem gambling prevention field to better serve their community. It includes a range of programmatic and management issues related to problem gambling and related prevention strategies and activities, financial management, program design and

administration, program evaluation, and policy development.

<u>Technical Assistance (TA) Day</u>: Eight hours of service providing TA and training. This may include time proportionately appropriate for preparation, travel, data analysis, report writing. Other activities, which directly support tasks within the scope of work may be allowed with advance concurrence of OPG's Project Coordinator.

<u>Training Event</u>: A body of knowledge or set of skills provided to a group of people in a structural way, usually involving curriculum or course outline with supporting materials.

<u>Youth Development</u>: The ongoing growth process in which all youth are engaged in attempting to: (1) Meet their basic personal and social needs to be safe, feel cared for, be valued, be useful, and be spiritually grounded; and,

(2) Build skills and competencies that allow them to function and contribute in their daily lives, thereby preventing unhealthy behaviors and resulting in capable people.

## SIGNIFICANT CONTRACT TERMS

## 1. Amendments

This contract may be amended. The amendment must be in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in the contract is binding on any of the parties.

## 2. Conflict of Interest

Contractor acknowledges that state laws on conflict of interests, found in the Political Reform Act, and GC Section 1090, apply to this contract.

## 3. Evaluation of Contractor

Performance of the Contractor under this Agreement will be evaluated. The evaluation shall be prepared on Contract/Contractor Evaluation Sheet (STD 4), and maintained in the Agreement file. For consultant agreements, a copy of the evaluation will be sent to the Department of General Services, Office of Legal Services, if it is negative and if the contract is for an amount over \$5,000 (PCC, Section 10369).

## 4. Disputes

If Contractor believes that there is a dispute or grievance between Contractor and the State arising out of or relating to this contract, Contractor shall first discuss and attempt to resolve the issue informally with OPG's Project Coordinator. If the issue cannot be resolved at this level, Contractor shall follow the following procedures:

A. If the issue cannot be resolved informally with OPG's Project Coordinator, Contractor shall submit, in writing, a grievance report together with any evidence to OPG's Deputy Director. The grievance report must state the issues in the dispute, the legal authority, or other basis for the Contractor's position and the remedy sought. Within 10 working days of receipt of the written grievance report from the Contractor, OPG Deputy Director shall make a determination on the problem, and shall respond in writing to the Contractor indicating the decision and reasons therefore. Should the Contractor disagree with OPG Deputy Director's decision, Contractor may appeal to the next level, following the procedure in "Disputes," Paragraph B, set forth below.

B. Contractor must submit a letter of appeal to ADP's Chief Deputy Director explaining why the Deputy Director's decision is unacceptable. The letter must include as an attachment copies of the Contractor's original grievance report, evidence originally submitted, and response from OPG's Project Coordinator. Contractor's letter of appeal must be submitted within 10 working days of the receipt of OPG Deputy Director's written decision. The Chief Deputy Director shall, within 20 working days of receipt of Contractor's letter of appeal, review the issues raised and shall render a written decision to the Contractor. The decision of the Chief Deputy Director of ADP shall be final.

## 5. Right To Terminate

The State reserves the right to terminate this Agreement subject to 30 days written notice to the Contractor. Contractor may submit a written request to terminate this agreement only if OPG should substantially fail to perform its responsibilities as provided herein.

However, the agreement can be immediately terminated for cause. The term "for cause" shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of the contract. In this instance, the contract termination shall be effective as of the date indicated on OPG's notification to the Contractor.

This agreement may be suspended or cancelled without notice, at the option of the Contractor, if the Contractor or State's premises or equipment are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event the Contractor is unable to render service as a result of any action by any governmental authority.

## 6. Force Majeure

Except for defaults of Subcontractors, neither party shall be responsible for delays or failures in performance resulting from acts beyond the control of the offending party. Such acts shall include but shall not be limited to acts of God, fire, flood, earthquake, other natural disaster, nuclear accident, strike, lockout, riot, freight embargo, public regulated utility, or governmental statutes or regulations super-imposed after the fact. If a delay or failure in performance by the Contractor arises out of a default of its Subcontractor, and if such default of its Subcontractor, arises out of causes beyond the control of both the Contractor and Subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for damages of such delay or failure, unless the supplies or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule.

## 7. Computer Software

Contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this contract for the acquisition, operation or maintenance of computer software in violation of copyright laws.

## 8. <u>Domestic Partners Act</u>

Pursuant to PCC, Section 10295.3, no State agency may enter into any contract executed or amended after January 1, 2007, for the acquisition of goods or services in the amount of \$100,000 or more with a Contractor who, in the provision of benefits, discriminates between employees with spouses and employees with domestic partners, or discriminates between domestic partners and spouses of those employees.

## 9. Subcontract Requirements

(Applicable to Agreements under which services are to be performed by Subcontractors, including independent consultants.)

- A. Prior written authorization will be required before the Contractor enters into or is reimbursed for any subcontract for services costing \$5,000 or more. Except as indicated in paragraph A3 herein, when securing subcontracts for services exceeding \$5,000, the Contractor shall obtain at least three bids or justify a sole source award.
  - 1. The Contractor must provide in its request for authorization, all particulars necessary for evaluating the necessity or desirability of incurring such cost.
  - 2. The State may identify the information needed to fulfill this requirement.
  - 3. Subcontracts performed by the entities or for the service types listed below are exempt from the bidding and sole source justification requirements:
    - a. A local governmental entity or the federal government.
    - b. A State college or university from any State.
    - c. A Joint Powers Authority.
    - d. An auxiliary organization of a California State University or a California Community college.
    - e. A foundation organized to support the Board of Governors of the California Community Colleges.

- f. An auxiliary organization of the Student Aid Commission established under Education Code § 69522.
- g. Entities of any type that will provide subvention aid or direct services to the public.
- h. Entities and/or service types identified as exempt from advertising in State Administrative Manual Section 1233 subsection 3. View this publication at the following Internet address: <a href="http://www.sam.dgs.ca.gov">http://www.sam.dgs.ca.gov</a>.
- Entities whose name and budgeted costs have been submitted to OPG in response to a competitive Invitation for Bid or Request for Proposal.
- B. Agreements with governmental or public entities and their auxiliaries, or a Joint Powers Authority.
  - If the total amount of all subcontracts exceeds 25 percent of the total agreement amount or \$50,000, whichever is less and each subcontract is not with an entity or of a service type described in paragraph A3 herein, OPG shall, if applicable, obtain a certification from the prime Contractor indicating that each Subcontractor was selected pursuant to a competitive bidding process requiring at least three bids from responsible bidders.
- C. OPG reserves the right to approve or disapprove the selection of Subcontractors; and with advance written notice, require the substitution of Subcontractors and require the Contractor to terminate subcontracts entered into in support of this agreement.
  - Upon receipt of a written notice from OPG requiring the substitution and/or termination of a subcontract, the Contractor shall take steps to ensure the completion of any work in progress and select a replacement, if applicable, within 30 calendar days, unless a longer period is agreed to by OPG.
- D. Actual subcontracts (i.e., written agreement between the Contractor and a Subcontractor) of \$5,000 or more are subject to the prior review and written approval of OPG. OPG may, at its discretion, elect to waive this right. All such waivers shall be confirmed in writing by OPG.
- E. Contractor shall maintain a copy of each subcontract entered into in support of this agreement and shall, upon request by OPG, make said copies available for approval, inspection or audit.

- F. Sole responsibility rests with the Contractor to ensure that Subcontractors used in performance of this agreement are paid in a timely manner. The timeliness of said payments may be affected by the timeliness of payments issued by OPG to the Contractor.
- G. The Contractor is responsible for all performance requirements under this agreement even though performance may be carried out through a subcontractor.
- H. When entering into a consulting service agreement with OPG, the Contractor may be required to supply budget detail for each Subcontractor and/or each major subcontracted activity under this agreement.
  - 1. Budget detail format and submission requirements will be determined by OPG.
  - Methods of including budget detail in this agreement, if applicable, will be determined by OPG.
  - 3. Any Subcontractor budget detail displayed in this agreement, or incorporated by reference, is included for information purposes only. Changes to a Subcontractor's identity or budget detail shall not require the processing of a formal amendment to this agreement.
- The Contractor shall ensure that all subcontracts for services include provision(s) requiring compliance with applicable terms and conditions specified in this agreement.
- J. The Contractor agrees to include the following clause, relevant to record retention, in all subcontracts for services:

(Subcontractor Name) agrees to maintain and preserve, until three years after termination of (Agreement Number) and final payment from OPG, to permit OPG or any duly authorized representative, to have access to, examine or audit any pertinent books, documents, papers and records related to this subcontract and to allow interviews of any employees who might reasonably have information related to such records.

K. Unless otherwise stipulated in writing by OPG, the Contractor shall be the Subcontractor's sole point of contact for all matters related to performance and payment under this agreement.

## 10. Event Locations

The Contractor shall select event locations that meet federal and State accessibility requirements for persons with disabilities.

**Note:** Event notices must include the following statement: "If you need a disability-related reasonable accommodation/alternative format for this event, please contact (name) at (phone number, email address, and TDD number) by (a date up to two weeks prior to the event)." Contractor is responsible for providing any needed disability-related reasonable accommodations/alternative formats.

## 11. Publications – Alternative Formats

In accordance with the California Government Code, Section 11135 and Title II, ADA requirements, publications that are made available through this contract must include the following statement: "This publication can be made available in Braille, large print, computer disk, or tape cassette as a disability-related reasonable accommodation for an individual with a disability." In addition, publications must be made available in other languages if requested by a mono-lingual person. Contractor is responsible for providing alternative publication formats.

## 12. <u>Documents and Written Reports</u>

Any document or written report prepared as a requirement of this agreement shall contain, in a separate section preceding the main body of the document, the number and dollar amounts of all contracts and subcontracts relating to the preparation of such document or report, if the total cost for work by non-employees of the State exceeds \$5,000.

## 13. Contract Product Review

- A. All contract products produced under this contract shall be produced according to the requirements as stated in the Scope of Work.
- B. Prior to release, OPG shall have the right to review products produced as a result of this contract and request changes to those products. Contractor shall use its best effort to incorporate requested changes.

## 14. Contract Product Disclaimer/Credit Statements

A. If requested by OPG, products, including published materials, reports, brochures, posters, videos, etc. developed or used as part of this contract, shall contain the following or similar disclaimer statement: "The opinions, findings, and

conclusions herein stated are those of the authors and not necessarily those of the State of California, Department of Alcohol and Drug Programs, Office of Problem Gambling".

B. All products produced under this contract shall clearly state "Funded by the California Office of Problem Gambling".

## 15. Rights In Data

- A. Subject Data: As used in this clause, the term "Subject Data" means writings, sound recordings, pictorial reproductions, drawings, designs or graphic representations, procedural manuals, forms, diagrams, work flow charts, equipment descriptions, data files and data processing or computer programs, and works of any similar nature (whether or not copyrighted or copyrightable) which are first produced or developed under this contract. The term does not include financial reports, cost analyses, and similar information incidental to contract administration.
- B. **State Rights**: Subject only to provisions of (C) below, the State of California may use, duplicate or disclose in any manner and for any purpose whatsoever, and have or permit others to do so, all Subject Data delivered under this contract.
- C. License to Copyrighted Data: In addition to the State of California rights as provided in (B) above, with respect to any subject data which may be copyrighted, the Contractor agrees to and does hereby grant to the State of California a royalty-free, nonexclusive and irrevocable license throughout the world to use, duplicate or dispose of such data in any manner for State of California purposes and to have or permit others to do so. Provided, however, that such license shall be only to the extent that the Contractor now has or prior to completion or final settlement of this contract may acquire, the right to grant such license without becoming liable to pay compensation to others solely because of such grant.
- D. Marking and Identification: Contractor shall mark all Subject Data with the number of this contract and the name and address of the Contractor or Subcontractor who generated the data. The Contractor shall not affix any restrictive markings upon Subject Data, and if such markings are affixed, the State of California shall have the right at any time to modify, remove, obliterate, or ignore any such markings.
- E. **Subcontractor Data**: Whenever any Subject Data is to be obtained from a Subcontractor under this contract, the Contractor shall use sections A, B, C, and D of this clause in the subcontract, without alteration, and no other clause

shall be used to enlarge or diminish the State of California's rights in that Subcontractor Subject Data.

F. **Deferred Ordering and Delivery of Data**: The State of California shall have the right to order at any time during the performance of this contract, or within two years from either acceptance of all items (other than data) to be delivered under this contract or termination of this contract, whichever is later, any Subject Data and any data not called for in the schedule of this contract but generated in performance of the contract, and the Contractor shall promptly prepare and deliver such data as is ordered. The Contractor shall exercise its best efforts to prepare and deliver such data as is ordered. The State of California's right to use data delivered pursuant to this paragraph shall be the same as the right in Subject Data as provided in paragraph (B) above. The Contractor shall be relieved of the obligation to furnish data pertaining to an item obtained from a Subcontractor upon the expiration of two years from the date of acceptance of such items. When data, other than Subject Data, is delivered pursuant to this paragraph, payment shall be made, by equitable adjustments or otherwise, for converting the data into the prescribed form, reproducing it or preparing it for delivery. The terms of such payment shall be agreed upon in writing by the Contractor and the State of California.

## 16. Contract Product Rights and Licenses

Contractor shall use its best efforts to secure all rights and licenses necessary for the creation, production or development of the products executed under this contract.

## 17. Prior Approval of Training Events/Conferences

Contractor shall be required to obtain prior OPG approval of the locations, costs, dates, agenda, instructors, instructional materials, and attendees at any reimbursable training event, seminar, workshop, or conference and for any reimbursable publicity or educational materials to be made available for distribution. The Contractor shall acknowledge the support of OPG whenever publicizing the work under the contract in any media. This requirement does not apply to necessary staff meetings to conduct routine business matters.

## 18. Contract Renewal

OPG shall have the option to renew this Agreement for up to four additional 12 month periods. It is understood that the Agreement renewal is at OPG's discretion and is contingent upon successful completion of the preceding year's objectives, the availability of funds, and a demonstrated need to continue services.

## 19. Prohibition of Solicitation and Mailing List Usage

The Contractor is prohibited from soliciting non-contract business, donations or doing fundraising during TA or training activities. The Contractor is prohibited from selling or using any contact list or mailing list created while planning, performing or researching contracted training, technical assistance or research.

## MONTHLY REPORT FORMAT

- 1) Provide status update on each project goal and objective.
- 2) The monthly report must include a summary of TA requests with a brief description of each request as indicated in the attached Technical Assistance Outcome Report outline.
- 3) Provide the following in table format:
  - Table 1: Summary of TA Requests and Assignments
  - Table 2: Technical Assistance Day Utilization
  - Table 3: Technical Assistance Requests by County
  - Table 4: Referral Source
  - Table 5: Type of Organization Making Request
  - Table 6: Type(s) of Technical Assistance Needed
  - Table 7: Technical Assistance Subject Area
  - Table 8: Summary of Training Events
  - Table 9: Training Events This Month
- 4) Indicate any problems or difficulties identified during the month and methods used or recommendations for resolving problems or difficulties.

## TECHNICAL ASSISTANCE (TA) OUTCOME REPORT (Provide the following information for each TA Provided)

1.	Name / Address / Contact Person of Group Requesting Assistance			
2.	Name of TA Provider (Contractor or Consultant)			
3.	Date(s) TA Provided			
4.	Who was Trained (i.e., line staff, manager, board members, etc.)			
5.	Narrative Description of TA Services Provided:			
	A.	Background: Description of problem or need addressed by technical assistance.		
	B.	Description of services provided.		
	C.	Number and description of target population(s) service was provided to.		
	D.	Findings/Outcomes/Observations.		
	E.	Recommendations.		
	F.	Other (specify).		
6.	Amount of Hours Spent by TA Provider:			
		Preparation Travel Direct Services (Consultation and/or Training) Other (Specify)		
7.	Attach list and copies of relevant materials (i.e., outlines, sign-in sheets, evaluation forms, etc.)			

## **SAMPLE BUDGET FORMAT**

## BUDGET

PERSONNEL SERVICES						
	Salary Range # Months <u>Monthly/Hourly</u> <u>or Hours</u>	Percent of time	Total <u>Amount</u>			
Position Classification	\$ \$		\$			
Position Classification	\$ \$		\$			
Position Classification	\$ \$		\$			
Fringe Benefits (%)			\$			
TOTAL PERSONNEL SERVICES						
OPERATING EXPENSES  Rent (\$/sq. ft. x sq. ft. x(time)) Consultants (cost per hour/day & # of hours/days) Travel and per diem (Consultant) Travel and per diem (Staff) Telephone/FAX Postage Office Supplies						
Printing and Duplication Equipment (Rental, Use Allowance or						
Depreciation) (list type of equipment) Subcontractor						
TOTAL OPERATING EXPENSES						
TOTAL BUDGET			\$			

**Note**: Line items listed are samples only. Bidder is to list those personnel and operating expenses needed to support their proposal.

# DEPARTMENT OF ALCOHOL AND DRUG PROGRAMS TRAVEL AND SUBSISTENCE GUIDELINES EFFECTIVE 3/29/02

The travel reimbursement program continues to be subject to Internal Revenue Service (IRS) requirements for an accountable plan. There are no flat rate reimbursements. All items claimed are to be for the <u>ACTUAL AMOUNT OF EXPENSE</u> up to the maximum allowed. If the provisions below do not require submission of a receipt for a given item of expense, it is the employee's responsibility to retain receipts and other records of the expense and have them available for audit.

Lodging and meals that are either provided by the State, included in hotel expenses, conference fees, or transportation costs such as airline tickets, or otherwise provided, shall not be claimed for reimbursement.

TRAVEL BY PERSONAL AUTOMOBILE: Up to .34 cents per mile

Where pubic transportation is not available or is available only with an undue loss of time, mileage for your personal automobile is allowed. Where automobile travel is an option and there is adequate public transportation, travel allowance will be made based on the cost of the lowest rail, bus, air fare available in lieu of the automobile mileage.

There is <u>NO CHANGE</u> in the meal and incidental rates. Employees may be reimbursed for their <u>ACTUAL EXPENSES</u> for breakfast, lunch, dinner, and incidentals for each 24 hours of travel as follows:

Breakfast up to \$ 6.00 Lunch up to \$10.00 Dinner up to \$18.00 Incidentals up to \$ 6.00

**Note**: Incidental expenses include, but are not limited to, expenses for laundering and pressing of clothing, and tips for services such as porters and baggage handlers. Incidentals do not include taxicab fares, lodging taxes, or the costs of telegrams or telephone calls.

## **LODGING RECEIPTS**

All lodging reimbursements require a receipt from a commercial lodging establishment such as a hotel, motel, bed and breakfast inn, or public campground that caters to the general public. No lodging will be reimbursed without a valid receipt. Employees who stay with friends or relatives are not eligible for lodging reimbursement, but may claim their actual expenses for meals and incidentals.

#### SHORT-TERM TRAVEL TIME FRAMES

- A. For continuous short-term travel of MORE than 24 hours but less than 31 days, the employee will be reimbursed for actual costs up to the maximum for each meal, incidental, and lodging expense for each completed 24 hours of travel, beginning with the traveler's time of departure and return as follows:
  - 1. On the first day of travel at the beginning of a trip of more than 24 hours:

Trip begins at or before 6AM - Breakfast may be claimed.

Trip begins at or before 11AM - Lunch may be claimed.

Trip begins at or before 5PM - Dinner may be claimed.

2. On the fractional day of travel at the end of a trip of more than 24 hours:

Trip ends at or after 8AM - Breakfast may be claimed.

Trip ends at or after 2PM - Lunch may be claimed.

Trip ends at or after 7PM - Dinner may be claimed.

If the fractional day includes an overnight stay, receipted lodging may be claimed. No meal or lodging expenses may be claimed or reimbursed more than once on any given date or during any 24-hour period.

B. For continuous travel of LESS than 24 hours, the employee will be reimbursed for actual expenses up to the maximum as follows:

Travel Begins at or Before	Meal That May be Claimed
6AM and ends at or after 9AM	Breakfast
4PM and ends at or after 7PM	Dinner

C. If the trip extends overnight, receipted lodging may be claimed. No lunch or incidentals may be claimed on a trip of less than 24 hours.

## **RECEIPTS**

Receipts or vouchers shall be submitted for every item of expense of \$25 or more.

A. Receipts are required for every item of transportation and business expense incurred as a result of conducting state business except for <u>ACTUAL EXPENSES</u> as follows:

- 1. Railroad and bus fares of less than \$25 when travel is wholly within the State of California.
- 2. Street car, ferry fares, bridge and road tolls, local rapid transit system, taxi, shuttle or hotel bus fares, and parking fees of \$10 or less for each continuous period of parking or each separate transportation expense noted in this item.
- 3. Telephone, telegraph, tax, or other business charges related to state business of \$5 or less.
- 4. In the absence of a receipt, reimbursement will be limited to the non-receipted amount above.
- B. Reimbursement will be claimed only for the actual and necessary expenses noted above. Regardless of the above exceptions, the approving officer may require additional certification and/or explanation in order to determine that an expense was actually and reasonably incurred. In the absence of a satisfactory explanation, the expense shall not be allowed.

## SHORT-TERM LODGING RATE

- A. Statewide, except as in (B) and (C) below, actual receipted lodging up to \$84 plus tax.
- B. When required to conduct State business and obtain lodging in the counties of Los Angeles and San Diego, reimbursement will be for actual receipted lodging to a maximum of \$110 plus tax.
- C. When required to conduct State business and obtain lodging in the counties of Alameda, San Francisco, San Mateo, and Santa Clara, reimbursement will be for actual receipted lodging to a maximum of \$140 plus tax.

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